

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

J.G.,	)	
	)	
Plaintiff,	)	
	)	Civil Action File
v.	)	No. 1:20-cv-05233-MLB
	)	
NORTHBROOK INDUSTRIES, INC.,	)	
d/b/a UNITED INN AND SUITES,	)	
	)	
Defendant.	)	

**ANSWER OF  
DEFENDANT NORTHBROOK INDUSTRIES, INC.,  
d/b/a UNITED INN AND SUITES**

Defendant Northbrook Industries, Inc., d/b/a United Inn and Suites (“Northbrook”), answers the Complaint for Damages (“Complaint”) filed by Plaintiff J.G. (“Plaintiff”) as follows:

**FIRST AFFIRMATIVE DEFENSE**

The Complaint fails to state a claim upon which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

Northbrook did not breach its duties, if any, owed to Plaintiff.

THIRD AFFIRMATIVE DEFENSE

No act or omission of Northbrook was the proximate cause of any injury or damage to Plaintiff.

FOURTH AFFIRMATIVE DEFENSE

Any injury or damage to Plaintiff of which she complains was caused by the intervening tortious or criminal conduct of persons other than Northbrook.

FIFTH AFFIRMATIVE DEFENSE

The conduct of Northbrook employees outside the course and scope of their employment is not imputable to Northbrook.

SIXTH AFFIRMATIVE DEFENSE

Plaintiff's own negligence caused or contributed to the injury or damage of which she complains.

Northbrook answers the individually numbered paragraphs of the Complaint as follows:

1. Northbrook lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in paragraph 1 of the Complaint, including footnote 1, which allegations therefore stand denied.
2. Northbrook denies the allegations of paragraph 2 of the Complaint, including all subparts thereof.

3. Northbrook lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in paragraph 3 of the Complaint, which allegations therefore stand denied.

4. Northbrook admits the allegations contained in the body of paragraph 4 of the Complaint. In response to footnote 2, Northbrook denies that any of its officers, directors, agents, employees or representatives engaged in any wrongful action, inaction or conduct, and denies that Northbrook is liable therefor.

5. Northbrook admits the allegations of paragraph 5 of the Complaint.

6. Northbrook admits the allegations of paragraph 6 of the Complaint.

7. In response to paragraph 7 of the Complaint, Northbrook admits that venue is proper in this district. Northbrook denies any remaining allegations of paragraph 7 of the Complaint.

8. Northbrook lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in paragraph 8 of the Complaint, which allegations therefore stand denied.

9. Northbrook admits the allegations of paragraph 9 of the Complaint.

10. Northbrook denies the allegations of paragraph 10 of the Complaint.

11. Northbrook denies the allegations of paragraph 11 of the Complaint.

12. The allegations of paragraph 12 of the Complaint consist of legal conclusions as to which no answer is required. To the extent an answer is required, Northbrook denies the allegations of paragraph 12 of the Complaint.

13. Northbrook denies the allegations of paragraph 13 of the Complaint and specifically denies that Plaintiff was an invitee of Northbrook.

14. Northbrook denies the allegations of paragraph 14 of the Complaint.

15. Northbrook denies the allegations of paragraph 15 of the Complaint.

16. Northbrook lacks knowledge or information sufficient to form a belief about the truth of the allegations contained in paragraph 16 of the Complaint, which allegations therefore stand denied.

17. Northbrook denies the allegations of paragraph 17 of the Complaint.

18. The allegations of paragraph 18 of the Complaint consist of statements of law as to which no answer is required. To the extent an answer is required, Northbrook denies the allegations of paragraph 18 of the Complaint.

19. The allegations of paragraph 19 of the Complaint consist of statements of law as to which no answer is required. To the extent an answer is required, Northbrook denies the allegations of paragraph 19 of the Complaint.

20. Northbrook lacks knowledge or information sufficient to form a belief about the truth of the allegation contained in paragraph 20 of the Complaint that

“Plaintiff was sex trafficked at the United Inn by multiple traffickers over 2018 and 2019,” which allegation therefore stands denied. Northbrook denies the remaining allegations of paragraph 20 of the Complaint.

21. Northbrook denies the allegations of paragraph 21 of the Complaint.

22. Northbrook denies the allegations of paragraph 22 of the Complaint.

23. Northbrook denies the allegations of paragraph 23 of the Complaint.

24. Northbrook denies the allegations of paragraph 24 of the Complaint.

25. Northbrook denies the allegations of paragraph 25 of the Complaint.

26. Northbrook denies the allegations of paragraph 26 of the Complaint.

27. Northbrook lacks knowledge or information sufficient to form a belief about the truth of the allegation contained in paragraph 27 of the Complaint that “housekeeping at the United Inn cleaned the room/s in which Plaintiff was trafficked,” which allegation therefore stands denied. Northbrook denies the remaining allegations of paragraph 27 of the Complaint.

28. Northbrook denies the allegations of paragraph 28 of the Complaint.

29. Northbrook denies the allegations of paragraph 29 of the Complaint.

30. Northbrook lacks knowledge or information sufficient to form a belief about the truth of the allegation contained in paragraph 30 of the Complaint, which allegation therefore stands denied.

31. Northbrook denies the allegations of paragraph 31 of the Complaint.

32. Northbrook denies the allegations of paragraph 32 of the Complaint.

33. Northbrook denies the allegations of paragraph 33 of the Complaint.

34. Northbrook denies the allegations of paragraph 34 of the Complaint.

35. Northbrook lacks knowledge or information sufficient to form a belief about the truth of the allegation contained in paragraph 35 of the Complaint, which allegation therefore stands denied.

36. Northbrook lacks knowledge or information sufficient to form a belief about the truth of the allegation contained in paragraph 36 of the Complaint, which allegation therefore stands denied.

37. In response to paragraph 37 of the Complaint, Northbrook admits that it “reviewed hotel performance data, room occupancy data, and profitability data in connection with managing and/or operating the United Inn.” Northbrook denies the remaining allegations of paragraph 37 of the Complaint.

38. Northbrook denies the allegations of paragraph 38 of the Complaint.

39. Northbrook denies the allegations of paragraph 39 of the Complaint.

40. Northbrook denies the allegations of paragraph 40 of the Complaint.

41. Northbrook denies the allegations of paragraph 41 of the Complaint.

42. In response to paragraph 42 of the Complaint, Northbrook admits that it “received revenue from room rentals at the United Inn.” Northbrook lacks knowledge or information sufficient to form a belief about the truth of the allegation contained in paragraph 42 of the Complaint that this includes “rooms in which Plaintiff [allegedly] was trafficked,” which allegation therefore stands denied.

43. Northbrook denies the allegations of paragraph 43 of the Complaint.

44. Northbrook denies the allegations of paragraph 44 of the Complaint.

45. Northbrook denies the allegations of paragraph 45 of the Complaint.

46. Northbrook denies the allegations of paragraph 46 of the Complaint, including all subparts thereof and the footnote thereto.

47. Northbrook denies the allegations of paragraph 47 of the Complaint, including all subparts thereof and the footnote thereto.

48. Northbrook denies the allegations of paragraph 48 of the Complaint.

49. Northbrook denies as pled the allegations of paragraph 49 of the Complaint.

50. Northbrook admits the allegations of paragraph 50, but denies that the referenced violations are relevant to any claims asserted by Plaintiff.

51. Northbrook denies the allegations of paragraph 51 of the Complaint.

52. Northbrook denies the allegations of paragraph 52 of the Complaint.

53. Northbrook denies the allegations of paragraph 53 of the Complaint.

54. Northbrook denies the allegations of paragraph 54 of the Complaint.

55. Northbrook denies the allegations of paragraph 55 of the Complaint, including the footnotes thereto.

56. Northbrook denies the allegations of paragraph 56 of the Complaint, including the footnotes thereto.

57. Northbrook denies the allegations of paragraph 57 of the Complaint, including the footnote thereto.

58. Northbrook denies the allegations of paragraph 58 of the Complaint, including all subparts thereof.

59. Northbrook denies the allegations of paragraph 59 of the Complaint.

60. Northbrook denies the allegations of paragraph 60 of the Complaint, including the footnote thereto.

61. Northbrook denies the allegations of paragraph 61 of the Complaint, including the footnote thereto.

62. Northbrook denies the allegations of paragraph 62 of the Complaint, including the footnote thereto.

63. Northbrook denies the allegations of paragraph 63 of the Complaint, including all subparts thereof.



64. Northbrook denies the allegations of paragraph 64 of the Complaint.

65. Northbrook denies the allegations of paragraph 65 of the Complaint.

66. Northbrook denies the allegations of paragraph 66 of the Complaint, including the footnote thereto.

67. Northbrook admits the allegations of paragraph 67 of the Complaint.

68. Northbrook denies the allegations of paragraph 68 of the Complaint, including the footnote thereto.

69. Northbrook denies the allegations of paragraph 69 of the Complaint, including the footnote thereto.

70. Northbrook denies the allegations of paragraph 70 of the Complaint, including the footnote thereto.

71. Northbrook denies the allegations of paragraph 71 of the Complaint, including the footnotes thereto.

72. Northbrook denies the allegations of paragraph 72 of the Complaint, including the footnote thereto.

73. For its answer to paragraph 73 of the Complaint, Northbrook repeats and reasserts its answers to paragraphs 1 through 72 above as though fully set forth herein.

74. Northbrook denies the allegations of paragraph 74 of the Complaint.

75. Northbrook denies the allegations of paragraph 75 of the Complaint.

76. Northbrook denies the allegations of paragraph 76 of the Complaint.

77. Northbrook denies the allegations of paragraph 77 of the Complaint.

78. Northbrook denies the allegations of paragraph 78 of the Complaint.

79. Northbrook denies the allegations of paragraph 79 of the Complaint.

80. Northbrook denies the allegations of paragraph 80 of the Complaint.

81. Northbrook denies the allegations of paragraph 81 of the Complaint.

82. Northbrook denies the allegations of paragraph 82 of the Complaint.

83. Northbrook denies the allegations of paragraph 83 of the Complaint.

84. For its answer to paragraph 84 of the Complaint, Northbrook repeats and reasserts its answers to paragraphs 1 through 83 above as though fully set forth herein.

85. Northbrook admits the allegations of paragraph 85 of the Complaint.

86. Northbrook denies the allegations of paragraph 86 of the Complaint.

87. Northbrook denies the allegations of paragraph 87 of the Complaint.

88. Northbrook denies the allegations of paragraph 88 of the Complaint, including the footnote thereto.

89. Northbrook denies the allegations of paragraph 89 of the Complaint, including all subparts thereof.

90. Northbrook denies the allegations of paragraph 90 of the Complaint, including all subparts thereof.

91. Northbrook denies the allegations of paragraph 91 of the Complaint, including the footnote thereto.

92. Northbrook denies the allegations of paragraph 92 of the Complaint.

93. Northbrook denies the allegations of paragraph 93 of the Complaint.

94. Northbrook denies the allegations of paragraph 94 of the Complaint.

95. Northbrook denies the allegations of paragraph 95 of the Complaint.

96. Northbrook denies the allegations of paragraph 96 of the Complaint.

97. Northbrook denies the allegations of paragraph 97 of the Complaint.

98. Northbrook denies the allegations of paragraph 98 of the Complaint.

99. Northbrook denies the allegations of paragraph 99 of the Complaint.

100. Northbrook denies the allegations of paragraph 100 of the Complaint.

101. Northbrook denies the allegations of paragraph 101 of the Complaint.

102. Northbrook denies the allegations of paragraph 102 of the Complaint.

103. Northbrook denies the allegations of paragraph 103 of the Complaint.

104. Northbrook denies the allegations of paragraph 104 of the Complaint.

105. Northbrook denies the allegations of paragraph 105 of the Complaint.

106. Northbrook denies the allegations of paragraph 106 of the Complaint.

107. Northbrook denies the allegations of paragraph 107 of the Complaint, including all subparts thereof.

108. Northbrook denies the allegations of paragraph 108 of the Complaint.

109. Northbrook denies the allegations of paragraph 109 of the Complaint.

110. Northbrook denies the allegations of paragraph 110 of the Complaint.

111. Northbrook denies the allegations of paragraph 111 of the Complaint.

112. For its answer to paragraph 112 of the Complaint, Northbrook repeats and reasserts its answers to paragraphs 1 through 111 above as though fully set forth herein.

113. Northbrook denies the allegations of paragraph 113 of the Complaint, including all subparts thereof.

114. Northbrook denies the allegations of paragraph 114 of the Complaint.

115. Northbrook denies the allegations of paragraph 115 of the Complaint.

116. All other allegations, averments and prayers for relief set forth in the Complaint and not expressly admitted herein are hereby denied.

WHEREFORE, having fully answered the Complaint, Northbrook prays as follows:

- a) that the Complaint, and this action, be dismissed, with prejudice;
- b) that all costs associated with this action be taxed to Plaintiff; and

- c) for such other and further relief as this Court deems just and proper.

Respectfully submitted,

/s/ Dana M. Richens

Dana M. Richens

Georgia Bar No. 604429

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Attorney for Defendant

Northbrook Industries, Inc.

d/b/a United Inn and Suites

**CERTIFICATE OF SERVICE**

I hereby certify that I have on this date filed the within and foregoing **ANSWER OF DEFENDANT NORTHBROOK INDUSTRIES, INC., d/b/a UNITED INN AND SUITES** via the Court's CM/ECF electronic filing system, which will automatically provide notice of filing constituting service to all counsel of record.

This 15th day of August, 2022.

/s/ Dana M. Richens